

City of Kirkland

Request for Qualifications

Analysis of City Arts Advisory Roles

Job Number 38-11-CM

November 3, 2011

The City of Kirkland is seeking a consultant to assist the City in a review of the role and relationship between City government and its advisory body, the Kirkland Cultural Council (KCC). The project will include an analysis of local partners in the provision of arts, culture and heritage oversight and programs for the community. The Consultant will familiarize themselves with history of the KCC, the City commission that has, since 2003, been responsible for arts oversight; seek input from stakeholders on local government's role in arts coordination and programs in the community; and facilitate discussion and dialogue between the Kirkland Cultural Council and the Economic Development Committee (EDC), a subcommittee of the City Council, about the future relationship.

Background

Since 2003, the KCC has advised the City Council on the public art collection and promoted strategic planning and development for arts, culture and heritage in the community. These duties are delineated in Resolution -4353 that established the Cultural Council. At the time the Cultural Council was established, the City Council also expressed the expectation that the KCC would eventually become a nonprofit organization.

In the intervening years, the KCC has taken on additional roles; most notably in 2007, with oversight of the City 1% for the arts program. The program requires that capital projects over \$500,000 incorporate an arts element equivalent to 1% of the project costs. The KCC's current programs include public and private art consultation; support for collaboration among Kirkland art agencies and nonprofits; and coordination of monthly art walks.

In the current economic climate, the City has needed to cut its staff and general monetary support for the KCC. In 2010-11 there was no funding for the KCC in the City budget. Instead, the KCC has relied upon a small grant from 4Culture, the nonprofit agency that oversees arts and cultural affairs in King County. The grant provides up to five hours per week of staff time to support the work of the KCC for a portion of the year. The KCC also had resources from fundraising activities.

A report on the status of the KCC (Attachment A) was provided to the City Council in July, 2011. At that time, the City Council considered options for the future of the KCC, and authorized \$25,000 for KCC support through December, 2012 and for completion of an analysis that would look at the following options for the future of the Cultural Council:

Option 1 (Status Quo) – The KCC would operate as it has this past year. Staffing would be provided on a limited basis for monthly meetings and for public art review. Other subcommittees would meet independent of staff, and check in only when the City imprimatur is required.

Option 2 (Provide City funding) – The City Council revisits the budget decision and chooses to provide up to \$25,000 to the Cultural Council, either through City contingency funds or some other source. (Future funding level to be determined)

Option 3 (Modified Cultural Council)—In this option, the City retains a few Cultural Council duties and others are either terminated or adopted by other groups. An example is retention of the public art function by providing a curatorial board to be summoned on an as-needed basis to make recommendations to the City Council regarding loans and permanent acquisitions to the City collection and to curate one per cent for art projects. Other desired functions could either migrate to a 501c3 or an existing organization.

Option 4 (Focus on Cultural Tourism) – This option would incorporate cultural tourism as a line item in the Tourism Development Committee (aka Lodging Tax Advisory Board) annual budget. The funding is limited to the marketing and promotion of tourism activities.

Option 5a (501c3) – This option would eliminate the Cultural Council as a City function and require that the Cultural Council become completely independent of the City.

Option 5b (501c3) with transition and partnership— In an alternative scenario over a period of time the City would assist the Cultural Council in establishing a 501c3. A modest amount of funding (between \$5,000 and \$10,000) could be provided through Council contingency or some other source to allow the Cultural Council to transition over the next six to twelve months to a 501c3. As with other outside agencies (such as KDA and KPC) that are doing the work of the City, the City could contract for services such as the public art program that the City does not have the resources to provide. This could provide a strong relationship and some funding from the City, but also allow the Cultural Council to raise money and make staffing decisions unconstrained by requirements that bind government entities.

Scope of Services

In October, 2011 the City Council adopted a work plan (attached) for the analysis that included a segment that requires the services of an outside consultant.

The City seeks a professional consultant with experience in facilitating complex community discussions around arts administration and helping parties develop a recommendation for City Council consideration. The Consultant will be tasked with the following:

- Summarize the work of volunteers who are gathering information on the experiences of other King County cities in arts, culture, and heritage programming as well as the background on the current status of the KCC.
- Interview stakeholders including City staff, KCC and City Council members and other stakeholders (to be determined) regarding:

- What is the current role of the City in arts programs and services?
- What is the City's role in supporting arts in the community?
- What benefits come from the current KCC?
- How can we optimize the work of the KCC to enhance benefits to the community?
- What does the framework for optimizing arts programs for the community look like?
- How much support is the City willing to provide and what can be accomplished with these resources?
- What are the benefits and challenges of these services being provided by the City or some outside agency or organization?
- How will we measure performance going forward?
- Summarize findings of the interviews and comparative city study and hold meetings with the KCC and the EDC to report out and seek comments on findings (2–3 iterations).
- Prepare draft recommendations for KCC and EDC input (1 meeting each)
- Prepare report with recommendations to the City Council
- (Possible) Assist with organization of revised framework for arts programming delivery

Submission Requirements

1. Summary of the firm's qualifications as they relate to the scope of work
2. A description of similar projects performed
3. A description of your firm's approach to the project
4. A list of personnel to be assigned to the project and their resumes
5. A list of references and their contact information

All submittals should be prepared in accordance with the requirements set forth on this RFQ. The submittal shall not exceed 15 double-sided pages. The front cover, back cover and cover letter may be exceptions to the 15-page requirement.

Submission Instructions

Qualification submittals are due in the office of the City's Purchasing Agent by 4:00 pm, November 15, 2011. Proposals may be submitted in Word or PDF format by e-mail to purchasing@kirklandwa.gov (Do not submit qualifications as a Zip file or in an email with attachment(s) exceeding 10MB.), or mailed or delivered to:

City of Kirkland
 Attn: Purchasing Agent, Job # 38-11-CM
 123 5th Avenue
 Kirkland, WA 98033

Evaluation Criteria

Submittals shall be evaluated in accordance with the following criteria:

1. Specialized expertise and competence of the firm and its personnel in this type of work
2. Recent experience and expertise with similar projects
3. Proposed approach to work required
4. Demonstrated ability to accomplish the work within the requisite timeframe given firm's other responsibilities
5. Familiarity with types of issues applicable to this project
6. Past record of performance in contracts with City of Kirkland, other cities, agencies, private or nonprofit groups including control of costs, quality of work, adherence to schedule, cooperation and responsiveness to clients, and the ability to communicate with a range of participants with a variety of perspectives on the issue

Selection Process

An evaluation team will assess and rank submissions. The rankings will determine which firms will be contacted for interviews. Selected firms will be invited for interviews to discuss the project and to answer specific questions. Following the interviews references will be checked on one or more of the finalist firms. The City of Kirkland reserves the right to accept or reject submissions and to waive informational and minor irregularities and to request additional information required to fully evaluate the proposal.

Contract Requirements

The City of Kirkland plans to use the attached standard City of Kirkland Professional Services Agreement (Attachment B).

The top firm will be notified and will be asked to meet with staff and submit their prospective scope of services and refine their fee (break down into phases or tasks).

Questions

Questions regarding the RFQ process should be referred to Barry Scott, Purchasing Agent, by email to BScott@kirklandwa.gov.

Questions regarding the scope of work, timeframe and deliverables should be referred to Ellen Miller-Wolfe, Economic Development Manager, by email to emwolfe@kirklandwa.gov.

Proposed Timeline

Task

Date

RFQ issued

November 3, 2011

Submissions due

November 15, 2011

Interviews	November 22-28, 2011
Consultant selection completed	December 15, 2011
Contract execution	January 1, 2011
Prepare draft recommendations	February 28, 2011
Bring recommendations forward to City Council	First meeting in April, 2012
<u>Project Budget</u>	
\$6,000	
\$200 (expenses)	

Attachment A

Council Meeting: 07/19/2011
Agenda: Unfinished Business
Item #: 10.d.

CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033
425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Ellen Miller-Wolfe, Economic Development Manager

Date: July 1, 2011

Subject: Kirkland Cultural Council: Options for Future Operation

Recommendation

City Council reviews potential options for the future of the Cultural Council and provides staff direction on which option to implement.

Background

The City Council met on March 1, 2011, to act on the Cultural Council's request to place a line item in the budget accounting for \$8,000 it received from 4 Culture and money it had raised. At the time, the Council asked that staff return for further discussion about the future of the Cultural Council given no available City funding in the current budget.

The Kirkland Cultural Council was founded in 2003 when a group of citizens raised money to purchase the Ballentine sculpture collection for the City of Kirkland. Its mission, delineated in Council Resolution R-4353, was to advise the City Council on public art, particularly donated public art pieces, and to promote strategic planning and development for arts, culture and heritage in the community. At the time of the Cultural Council's creation, the City Council recognized that decisions regarding public art acquisitions can be sensitive, and acknowledged the benefit (and buffering) that a citizen board could provide. The resolution also anticipated that the Cultural Council would eventually become a 501c3. In the intervening years, the Cultural Council has taken on additional roles, most notably in 2007, oversight of the 1% for art program. The program requires that capital projects over \$500,000 provide a percentage for public art. And, in recognition of its expertise and outreach in public art, the Cultural Council has been invited, (most recently in the cases of the Bank of America settlement and Parkplace), to participate in art selections for private development interests.

Through seed funding for major arts and cultural events such as the Artists Studio Tour, Kirkland Uncorked and the Seattle International Film Festival (SIFF), oversight of a feasibility study for the Cannery, and development of a Strategic Plan for the Arts, the Cultural Council has taken on many

projects that support local arts, culture and heritage, and, by extension, supported the local economy during difficult economic times.

Recent Activity

In 2010, the Cultural Council established CACHET, a collaboration of arts, culture and heritage organizations in Kirkland, and under the auspices of CACHET, sponsored the first arts competition for best individual artist and organization. Also, in 2010, the Cultural Council launched downtown 'artilization', an effort to restore an art presence in downtown Kirkland and to sustain existing galleries and other downtown businesses. The Cultural Council's hard work has resulted in the revival of monthly art walks and spurred the proliferation of lively pop-up galleries, temporarily filling vacant retail spaces. The 2011 work plan calls for the continuation of many of these previous efforts along with an artist live/work initiative and continued fundraising efforts.

Funding Challenges

In the current economic climate, the City has had to cut back or curtail funding for many community activities. In the case of the Cultural Council, the City Council determined that there would be no 2011-12 dollars budgeted beyond the support provided by the Economic Development Manager as one part of that position's overall job description. Instead, the Cultural Council has relied upon a small grant from King County's 4Culture in the amount of \$8,000 that enables City Manager's Office (CMO) staff member Julie Huffman to spend 5 hours a week on Cultural Council work between March and September. These 4Culture funds are not expected to increase. Moreover, 4Culture has suggested that it may require a City match in the future.

Despite limited funding, the Cultural Council continues to take on significant projects, all of which require staff support and/or staff oversight. It is not uncommon for a Cultural Council project to require guidance from the City Attorney's Office, Finance, IT and Parks Departments and coordination by the City Manager's Office. This also is the case with the fundraising efforts the Cultural Council has undertaken to support its work. The Cultural Council anticipates that fundraising will generate approximately \$5,500.

These impacts on City resources that are not budgeted for are the main reason for bringing the status of the Cultural Council to the City Council's attention. In addition, the resolution that created the Cultural Council intended that it eventually become a 501c3, and that expectation has been reiterated by more recent City Councils. Staff is requesting that the City Council reflect on the Cultural Council's continuing status and provide direction as to what operational model the Cultural Council might adopt in the future.

Options for the Future

What follows are several possible options that have been generated to begin the discussion with the assumption that additional options might also be developed and evaluated:

Option #1 , Status Quo – The Cultural Council would operate as it has for the past year. Staffing would be provided on a limited basis for monthly meetings and for public art review. Other subcommittees would meet independent of staff, and check in only when the City imprimatur is required.

Comment – This option is not sustainable as staffing is inadequate to service the needs of the Cultural Council, especially making sure that projects comply with City requirements. A sustainable option would

require additional funding. It is estimated that approximately \$25,000 is needed to fund a quarter time position to staff the Cultural Council to the level needed to match projected activities.

The Cultural Council has discussed streamlining its operation based on its strong desire to remain a City commission. Items discussed include fewer meetings (every other month), winnowing the work plan to address only highest priorities and partnering with other organizations to implement projects.

Option #2, Provide City Funding – The City Council revisits the budget decision and chooses to provide up to \$25,000 to the Cultural Council, either through Council contingency funds or some other source.

Option #3, Modified Cultural Council – In this option, the City retains a few Cultural Council duties and others are either terminated or adopted by other groups. An example is retention of the public art function by providing for a curatorial board to be summoned on an as-needed basis to make recommendations to the City Council regarding loans and permanent acquisitions to the City collection and to curate one percent for art projects. Other desired functions could either migrate to a 501c3 or an existing organization.

Comment – The Cultural Council has expertise in curating public art. However, those instances where that expertise is needed are limited; thus the idea of calling a curatorial board together on an as-needed basis. Other functions of the Cultural Council also may merit continuation. However, given scarcity of resources, migrating them to either another existing organization or a new 501c3 may be the most workable solution.

Option #3, Focus on Cultural Tourism – This model would incorporate cultural tourism as a line item in the Tourism Development Committee (aka Lodging Tax Advisory Board) annual budget. The funding is limited to the marketing and promotion of tourism activities.

Comment - Currently individual arts and cultural events such as the Artist Studio Tour and Kirkland Uncorked are funded through this mechanism. In the future, a specified amount could be set aside for arts-related events and programs each year. This option would require support by the Tourism Development Committee. If programs are to be staffed by the City, a decision to fund additional staffing for cultural tourism out of the LTAC budget also would need to be made. Currently there is .6 FTE devoted to the Tourism program.

Option #4a, 501c3 – This option would eliminate the Cultural Council as a City function and require that the Cultural Council become completely independent of the City.

Comment: While this option has been discussed since the Council's creation, it is not the Cultural Council's desired outcome at this time. The Cultural Council believes that its legitimacy is in part related to its connection to the City. Also, some concern has been raised by other arts organizations that the competition for dollars will put the Cultural Council at odds with local arts groups when their intent was to be supportive of local arts agencies. Often local arts agencies, even as non-profits, are funded with government dollars. A city-wide community fund also has been suggested that could incorporate an arts component.

Option #4b, 501c3 with transition and partnership - In an alternative scenario, over a period of time the City would assist the Cultural Council in establishing a 501 c3. A modest amount of funding (between \$5000 and \$10,000 dollars) could be provided through Council contingency or some other source to allow the Cultural Council to transition over the next six to twelve months to a 501c3. As with other

outside agencies (such as the KDA and KPC) that are doing the work of the City, the City could contract for services such the public art program that the City does not have the resources to provide. This could provide a strong relationship and some funding from the City, but also allow the Cultural Council to raise money and make staffing decisions unconstrained by legal requirements that bind government entities.

Conclusion: The City of Kirkland is known for arts, culture and heritage. Two signature institutions, the Kirkland Arts Center and Kirkland Performance cater to residents as well as to visitors. Galleries are key to the attractiveness of downtown. Programs including Studio East and the International Ballet School are critical to making sure there are both performance artists and knowledgeable audiences going into the future. Although the Cultural Council is not a direct provider of these services, it symbolizes for many the City's commitment to the arts. Although the City budget for the Cultural Council has diminished, there continues to be a commitment to help the Council find a new way of operating in the new economy that we all must confront.



Attachment B

PROFESSIONAL SERVICES AGREEMENT

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which

could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____

Marilynne Beard, Assistant City Manager

Date:_____

Date:_____